



## EXHIBIT B

## Contract Stipulations

1. The terms and conditions of this contract apply to the permittee and all employees, independent contractors, and/or subcontractors of the permittee. The permittee is required to diligently supervise any employee, independent contractor and/or subcontractor who operates in the material site under the authority granted under this contract. Any violation of the terms and conditions of this contract by the employees, independent contractor, and/or subcontractor of the permittee shall be considered violations of the terms and conditions by the permittee and shall subject the permittee to penalties.
2. The permittee shall submit a quarterly production report. The report will be due 10 days after the end of each quarter, or on April 10, July 10, October 10 and January 10. Please submit the report to the following address:

Bureau of Land Management  
P.O. Box 778  
Fillmore, Utah 84631  
Phone: (801) 743-6811

The attached report form is recommended. Truck slips shall be available at Ash Grove Cement Company's Plant Office at Leamington for review by the BLM Inspector for this site.

Upon termination of the contract, the permittee shall submit a final accounting of the total mineral material removed under the contract. The attached form may be used or this information may be submitted in letter form to this office.

3. A pre-mining survey, annual survey, and a post-contract survey shall be conducted. A copy of each shall be submitted to the above office.
4. During mine development approximately 30 acres will be disturbed. Mining will progress to greater depths, but new acreage will not be disturbed during the mine life. Thus, the site shall be reclaimed at the end of mine life rather than at the termination of a contract, unless a renewal contract is not negotiated.
5. The Authorized Officer or his delegated representative shall be allowed, at any time, to examine the records of the permittee to determine the quantity of mineral material removed and to inspect the material site for compliance with Federal regulations and provisions in the contract.
6. The permittee shall have the contract and stipulations on site during operations.



7. The permittee shall be responsible for road maintenance from the beginning to the completion of operations under this contract. Maintenance shall include blading the road, cleaning ditches and drainage culverts, or other requirements as directed by the Authorized Officer. Excessive dust shall be controlled by watering the site and roads as needed or required by the Authorized Officer.
8. The quarry area will be recontoured to approximate the original contour. No final slope shall exceed 3 (horizontal): 1 (vertical).
9. Trees will be placed in the topsoil stockpile to decompose. This will improve the condition of the soil during mine life. Not all the topsoil from the borrow areas will be used.
10. The following seed mixture will be drilled at the rate of ten (10) pounds per acre. "Certified," pure live seed will be used.

<u>SEED MIXTURE</u>		<u>lbs/acre</u>
Hycrest wheatgrass	<i>Agropyron cristatum</i>	5
Pubescent wheatgrass	<i>Agropyron trichophorum</i>	4
Ladak alfalfa	<i>Medicago sativa</i>	1

If it is not possible to drill the seed because of slope limitations, then the seed can be broadcast. If the seed is broadcast, the application rate will be doubled. After broadcasting, the land will be lightly harrowed to bed the seeds.

The seed mixture below, which is in addition to the above seed mixture, will not pass through a drill but can be seeded with a dribbler in conjunction with drilling or it may be broadcast.

<u>SEED MIXTURE</u>		<u>lbs/acre</u>
Fourwing saltbush	<i>Atriplex canescens</i>	1

11. Revegetation test plots will be developed and monitored by Ash Grove Cement Company. The BLM will monitor these test plots during surface compliance inspections.
12. Highwalls shall be kept to 50 feet and pit slopes to a 45 degree angle. In the event a highwall exceeds 50 feet, a bench shall be constructed to help provide material for final reclamation. Berms, fences, or barriers, shall be constructed above highwalls and excavations. Warning signs

shall be placed around the quarry. These signs shall be approved by the Authorized Officer before posting.

13. After a period of nonoperation, if a raptor nest is found in the quarry area, the operator shall notify the Authorized Officer 96 hours in advance of resuming activities. BLM staff shall, within 96 hours, inspect the site. Consultation with Fish and Wildlife Service may be required under Section 7 of the Endangered Species Act.
14. All solid waste, except for overburden, reject rock, and subeconomic ore, shall be removed from the site and taken to an authorized landfill. No burial or burning of trash shall be allowed in the area of operations.
15. Human waste shall be contained in a chemical toilet or a septic system that is approved by the appropriate state or county official. A copy of the permit shall be filled with the Authorized Officer.
16. No waste oil or other petroleum products shall be disposed of on the project area. All waste oil shall be properly contained and removed to an authorized waste oil disposal site. If any petroleum products are spilled, the operator must immediately contain the spill, remove and dispose of the substance spilled and all contaminated soil in a authorized disposal site.
17. The permittee shall not injure, alter, destroy, or collect any site, structure, object, or other value of historical, archaeological, paleontological, or other cultural importance. The permittee shall immediately bring to the attention of the BLM any and all antiquities or other values of cultural or scientific interest, including but not limited to historic and prehistoric ruins, fossils and artifacts, discovered as a result of operations under this contract, and shall leave such discoveries intact until told to proceed by the BLM. The BLM shall evaluate the discoveries brought to its attention and shall determine, in five working days, what action shall be undertaken prior to proceeding with any operations that might be destructive of the discovery.
18. No holes, pits, equipment or facilities which could endanger human life, livestock or wildlife shall be maintained on the ground during extraction or upon termination of the contract.
19. The permittee shall effect a minimum of vegetative and soil disturbances consistent with practical construction operations.



20. Proper drainage shall be maintained to avoid areas of standing water.
21. The Authorized Officer shall be contacted at least 48 hours prior to commencing any reclamation work on the site. Reclamation shall be in conformance to the approved reclamation plan and to the satisfaction of the Authorized Officer.
22. All mineral material (raw material, processed material, excess or reject material) obtained under this Contract remains the property of the United States Government until removed.
23. Disclosure of all hazardous materials associated with operations and their use, storage, transport, quantity, generation and disposal must be made. Information regarding hazardous materials can be obtained from the State of Utah, Department of Environmental Quality, Division of Solid and Hazardous Waste at:

288 North 1460 West  
Salt Lake City, Utah 84114-4880

- The permittee is required to contact the Department of Environmental Quality (DEQ), Emergency Response Section (ERS) at the Sections 24-hour response number (801-536-4123) immediately of a spill or discharge of hazardous substances.
24. The permittee shall indemnify and hold harmless the United States against any liability for damage to life or property arising from the occupancy or use of BLM administered lands under this contract.
  25. This contract is subject to all preexisting rights on the lands covered under the contract.
  26. The performance bond shall be increased from \$21,600.00 to \$22,664.00. The Surety shall be submitted to the Authorized Officer no later than December 21, 1997, the annual renewal date of the Surety.
  27. A reclamation bond, in the amount determined by the Utah Division of Oil, Gas and Mining (UDOGM), shall be filed with UDOGM.